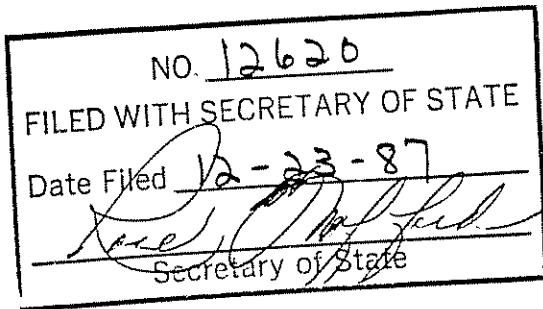


Section: Riviera - Silver Creek



INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
BULLHEAD CITY

THIS AGREEMENT entered into this 17 day of December, 1987, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called "State" and BULLHEAD CITY, acting by and through its City council, hereinafter called "City".

WHEREAS, State is empowered by Sections 11-952 and 28-108 Arizona Revised Statutes to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned the authority to execute same on behalf of State; and

WHEREAS, City is empowered by Sections ⁴⁸⁻⁵⁷²~~9-276~~ and 11-952 Arizona Revised Statutes and Bullhead City Code Section 2-1-2 and Article 2-5 to enter into this agreement and acting by and through its City Council has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute same on behalf of City; and

WHEREAS, State desires to construct roadway improvements to State Route 95 (S.R. 95) from Milepost 244.0 to Milepost 246.8, including an adequate drainage structure to accommodate flows in Big Montana Wash and desires to place maintenance responsibilities for the drainage channels for Big Montana Wash at the lowest level of government commensurate with efficient maintenance of the facility; and

WHEREAS, City desires construction of said drainage structure to facilitate collection and discharge of drainage water within Big Montana Wash and desires to construct improved inlet and outlet channels for Big Montana Wash in the vicinity of S.R. 95 to ensure the continuous collection of runoff for Big Montana Wash; and

WHEREAS, State agrees to bear the design and construction costs for the drainage structure within S.R. 95 right-of-way to accommodate flows in Big Montana Wash; and

WHEREAS, City agrees to bear the design and construction cost for improved inlet and outlet channels for Big Montana Wash in the vicinity of S.R. 95, including all costs related to construction change orders, delays, or claims for extra compensation made by the contractor.

THEREFORE, the parties hereto agree as follows:

STATE SHALL:

1. Prepare plans for roadway improvements to S.R. 95 from Milepost 244.0 + to Milepost 246.8 +, including a drainage structure for Big Montana Wash.
2. Provide drainage plans within S.R. 95 right-of-way to City for review and coordination of drainage design for improved inlet and outlet channels for Big Montana Wash in the vicinity of S.R. 95.
3. Review and approve City's drainage plans for improved inlet and outlet channels for Big Montana Wash in the vicinity of S.R. 95.
4. Acquire right-of-way as required for construction of roadway improvements to S.R. 95 and the drainage structure for Big Montana Wash within S.R. 95 right-of-way.
5. Contract for construction of all improvements to S.R. 95, supervise construction, make all payments to the contractor, and approve and accept the roadway improvements including the new drainage structure at Big Montana Wash.

CITY SHALL:

1. Prepare plans for improved inlet and outlet channels for Big Montana Wash in the vicinity of S.R. 95 to be compatible with drainage structure designed by State for Big Montana Wash within S.R. 95 right-of-way.
2. Provide drainage plans for improved inlet and outlet channels for Big Montana Wash in the vicinity of S.R. 95 to State for review and approval.
3. Acquire right-of-way as required for construction of inlet and outlet channels for Big Montana Wash in the vicinity of S.R. 95.
4. Contract for construction of drainage inlet and outlet channels for Big Montana Wash in the vicinity of S.R. 95, supervise construction, make all payments to the contractor, and approve and accept the channels required for the Big Montana Wash drainage. Said construction shall be coordinated with construction of drainage structure within S.R. 95 to ensure continuous collection of runoff for Big Montana Wash, at no expense to State.
5. Maintain the improved drainage channels for the Big Montana Wash drainage structure in the vicinity of S.R. 95.

6. Hold State harmless for all liability resulting from the construction of the drainage structure and channels for the Big Montana Wash drainage.

THIS AGREEMENT shall remain in full force and effect until completion of said construction project as aforesaid; provided, however, that this agreement may be canceled at any time prior to the commencement of construction upon 30 days' written notice to the other party; provided however, agreements herein relating to maintenance shall be in perpetuity.

THIS AGREEMENT shall become effective on the date of filing same with the Secretary of State.

All parties hereto acknowledge that this agreement is subject to cancellation by the Governor pursuant to the provisions of Section 38-511 Arizona Revised Statutes.

All parties further recognize that the provisions of Arizona Revised Statutes 35-214 are applicable to this contract.

In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Section 12-1518 (B) and (C) of Arizona Revised Statutes as amended.

Attached hereto and incorporated herein by reference is a copy of State's Resolutions authorizing entry into this agreement, a copy of City's Resolution passed by its City Council, a copy of the written determination of the appropriate attorney that City is authorized under the laws of this State to enter into this agreement and said agreement is in proper form, and a copy of the Attorney General's Intergovernmental Agreement Determination.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

BULLHEAD CITY

STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION

BY: Dean J. Hackett
Dean J. Hackett
TITLE: Mayor

BY: W. O. Ford
W. O. Ford
State Engineer

ATTEST: Alona M. Hougard
Alona M. Hougard
City Clerk

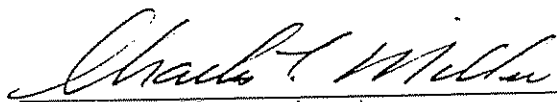
PROJECT: B-065-1-504C

SECTION: Riviera - Silver Creek

RESOLUTION

BE IT RESOLVED on this 30 day of June, 1987, that I, CHARLES L. MILLER, as Director, ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the State of Arizona that the DEPARTMENT OF TRANSPORTATION, acting by and through the Highways Division, enter into an Agreement with Bullhead City for the construction of a drainage structure to facilitate collection and discharge of drainage water within Big Montana Wash and improved inlet and outlet channels for Big Montana Wash in the vicinity of State Route 95.

THEREFORE, authorization is hereby given to draft said Agreement which, upon completion, shall be submitted for approval and execution by the State Engineer.


Charles Miller, Director
Arizona Department of Transportation

RESOLUTION NO. 87R-056

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BULLHEAD CITY AUTHORIZING THE MAYOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR CERTAIN FLOOD CONTROL IMPROVEMENTS AT BIG MONTANA WASH.

WHEREAS, State is empowered by Sections 11-952 and 28-108 Arizona Revised Statutes to enter into this agreement; and

WHEREAS, City is empowered by Sections 9-276 and 11-952 Arizona Revised Statutes and Bullhead City Code Section 2-1-2 and Article 2-5 to enter into this agreement; and

WHEREAS, State desires to construct roadway improvements to State Route 95 (S.R. 95) at Milepost 246.8, including an adequate drainage structure to accommodate flows in Big Montana Wash and desires to place maintenance responsibilities for the drainage channels for Big Montana Wash at the lowest level of government commensurate with efficient maintenance of the facility; and

WHEREAS, City desires construction of said drainage structure to facilitate collection and discharge of drainage water within Big Montana Wash and desires to construct improved inlet and outlet channels for Big Montana Wash in the vicinity of S.R. 95 to ensure the continuous collection of runoff for Big Montana Wash; and

WHEREAS, State agrees to bear the design and construction costs for the drainage structure within S.R. 95 right-of-way to accommodate flows in Big Montana Wash; and

WHEREAS, City agrees to bear the design and construction cost for improved inlet and outlet channels for Big Montana Wash in the vicinity of S.R. 95, including all costs related to construction change orders, delays, or claims for extra compensation made by the contractor.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of Bullhead City authorize the Mayor to sign the Agreement with the Arizona Department of Transportation for certain flood control improvements at Big Montana Wash.

PASSED AND ADOPTED by the City Council of the City of Bullhead City, this 3rd day of November, 1987.

Dean J. Hackett
Dean J. Hackett, Mayor

APPROVED AS TO FORM:

Robert M. Bula, Interim City Attorney

Date: 11/9/87

ATTEST:

Alona M. Hougard
Alona M. Hougard, City Clerk

CERTIFICATION
THE FOREGOING INSTRUMENT IS A FULL, TRUE AND CORRECT
COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.
DATED: November 9, 1987
ATTEST: ALONA M. HOUGARD, CITY CLERK OF THE CITY OF
BULLHEAD CITY, AZ

Alona M. Hougard

EXHIBIT "B"

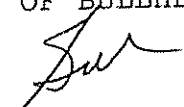
APPROVAL OF THE CITY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement between the State of Arizona, ARIZONA DEPARTMENT OF TRANSPORTATION, and the CITY OF BULLHEAD CITY and declare the agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 9 day of Nov, 1987.

CITY OF BULLHEAD CITY

BY:



City Attorney



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT


DETERMINATION

A. G. Contract No. AG-87-3453-7RD, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 21ST day of DECEMBER, 1987.

ROBERT K. CORBIN
Attorney General


Assistant Attorney General
Transportation Division